

ORIGINAL

**JOINT POWERS AGREEMENT**

**CONTRA COSTA CONGESTION MANAGEMENT AGENCY**

**1. PURPOSE**

The Contra Costa Transportation Authority has been designated by Contra Costa County and a majority of the cities in the county having a majority of the population as the county's Congestion Management Program agency pursuant to Title 7, Division 1, Chapter 2.6, commencing with 65088 of the California Government Code. In addition, the Transportation Authority, pursuant to Measure C, approved by the voters of Contra Costa County in 1988, administers the Growth Management Program of Measure C. The purpose of this Agreement is to consolidate the designation of the Contra Costa Transportation Authority as Congestion Management Program agency with the Transportation Authority's Growth Management Program and to set forth the terms and conditions of such designation, including provisions for cost sharing for functions to be carried out by the designated agency. In accordance with this Agreement, the Transportation Authority shall be the agency designated to administer and execute the Agreement. Such consolidation effects efficiencies and eliminates redundant functions, and better organizes the functions and responsibilities of the Transportation Authority. In accordance herewith, the Transportation Authority shall be responsible for preparing, adopting, revising, amending, administering, and enforcing the Congestion Management Program and the Measure C Growth Management Program for Contra Costa County, as well as a countywide transportation plan for Contra Costa County pursuant to Section 66531 of the California Government Code.

## 2. OBJECTIVES

The objectives of this Agreement are to:

- A. Coordinate certain transportation, growth management, and congestion management planning within a single public agency within Contra Costa County.
- B. Implement the requirements of AB 471 (1989) and AB 1791 (1990) (Katz), commencing with California Government Code Section 65088, and any subsequent state legislation to create, administer and enforce a Congestion Management Program.
- C. Through the Transportation Authority, to perform Congestion Management Program functions as Congestion Management Agency for the County and the cities within the County and to coordinate and centralize Congestion Management Program and Growth Management Program functions within a single agency.
- D. Establish a mechanism for the equitable sharing of costs of the Congestion Management Program.

It is a goal of the Congestion Management Agency to foster early communication among Member Agencies on projects and issues that impact the Member Agencies, the Authority, and the designated Congestion Management Program transportation system.

## 3. DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- A. "Agency" shall mean the Contra Costa Congestion Management Agency ("CMA") the designation of which is affirmed by this Agreement. The Agency is one of the parties to this Agreement and no separate entity is formed by execution and implementation hereof.
- B. "Authority" and "Transportation Authority" means the Contra Costa Transportation Authority, the local transportation authority created pursuant to California Public Utilities Code sections 180000 et seq., and authorized by the Contra Costa Transportation Improvement and Growth Management Ordinance, adopted by the Authority and approved by the voters of Contra Costa in 1988 ("Measure C"), to administer the Growth Management Program of the Authority and the Member Agencies. By vote of the County and a majority of the cities having a majority of the population within the incorporated area of the County, the Authority was previously designated as Contra Costa's Congestion Management Agency.
- C. "CMP" means the Congestion Management Program to be implemented by the Agency.
- D. "County" means the county of Contra Costa.
- E. "GMP" means the Growth Management Program required to be implemented by the Authority under the provisions of Measure C.
- F. "Governing Board" means the Board of Commissioners of the Agency.
- G. "Local Agencies" shall mean: (1) the County; and (2) the incorporated cities and towns of Contra Costa County.

H. "Member Agencies" shall mean such of the Local Agencies as are parties to this Agreement.

**4. EFFECTIVE DATE: ADDITION OF NEW PARTIES**

This Agreement shall become effective upon the approval of and execution by authorized representatives of the Authority, the Board of Supervisors of the County and a majority of the cities and towns representing a majority of the population of the cities and towns within the County. Cities or towns incorporated after the effective date of this Agreement may become signatories to this Agreement.

**5. AFFIRMATION OF DESIGNATION OF THE CONTRA COSTA TRANSPORTATION AUTHORITY AS THE CONTRA COSTA CONGESTION MANAGEMENT AGENCY**

The Authority, designation of which was previously made pursuant to Government Code Section 65089, is hereby affirmed as the Contra Costa Congestion Management Agency, to exercise in the manner set forth in this Agreement, the powers common to each of the Member Agencies. The Authority shall be the entity to administer and execute this Agreement and shall perform the functions of the Agency and no separate entity is intended to be formed hereby. No debt, liability, or obligation of the Agency shall constitute a debt, liability or obligation of the Authority in its capacity as local transportation authority for the County, or of any other party and each party's obligation hereunder is expressly limited only to the appropriation and contribution of such funds or services as provided herein, as may be levied pursuant to this Agreement or as the parties hereto may agree.

## 6. FUNCTIONS AND RESPONSIBILITIES OF THE AGENCY

The functions and responsibilities of the Agency shall be consistent with those of a congestion management agency under provisions of the Government Code referenced in Section 1 above and with the provisions of the Measure C GMP, and shall include, without limitation as to the generality of the foregoing:

- A. Consider the General Plans of the Member Agencies and the work of the Authority as previously designated CMA in order to develop and update a CMP, a GMP and a county-wide database on land-use impacts for use in a county-wide transportation computer model. (See H. below regarding regional coordination.)
- B. Institute and update a program to analyze impacts of land-use decisions made by the Member Agencies on the Designated CMP Roadway System, regional, and interregional transportation systems, and air quality.
- C. Establish, review and update traffic level-of-service (LOS) standards, to include without limitation as to the generality of the foregoing:
  - Define/update county-wide designated CMP and GMP roadway systems including principal arterials and State highways.
  - Establish LOS on those networks.
- D. Periodically review, accept or reject Deficiency Plans in accordance with Title 7, Division 1, Chapter 2.6, commencing with section 65088 of the California Government Code (AB 1791-Katz). Deficiency Plans identify deficient segments or intersections on the

CMP roadway system that do not meet the LOS standards established by the CMA.

- E. Establish, periodically review and update standards for county-wide frequency and routing of public transit and coordination of transit service provided by separate operators.
- F. Provide technical assistance to Member Agencies to facilitate the development of policies and programs to implement adopted CMP and GMP trip reduction and travel demand requirements.
- G. Develop, periodically review and update a CMP and a GMP for the County which are coordinated and consistent with the countywide transportation plan and the Bay Area Air Quality Management District's (BAAQMD) Clean Air Plan.
- H. Establish a process of notification for development projects that impact other Member Agencies and the designated CMP and GMP transportation systems.
- I. Develop, review and periodically update a seven-year transportation capital improvement program for the CMP that includes completion and update of the Authority's countywide transportation plan projects.
- J. Formulate and facilitate the implementation of Trip Reduction and Transportation Demand Management ("TDM") programs and strategies for the cities and towns within the County and for the County.
- K. Monitor the implementation of all elements of the CMP and the GMP and with reference to the CMP, if necessary, make findings as to non-conformance by any

Local Agency, as set forth in Title 7, Division 1, Chapter 2.6, commencing with Section 65088 and any amendments thereto or any additions to state law that affect Congestion Management Programs and/or Congestion Management Agencies.

- L. Coordinate planning with contiguous counties and the Metropolitan Transportation Commission.
- M. Facilitate the County-wide response to regional and statewide requirements, including the California Clean Air Act of 1988 and the Transportation Control Measures of the BAAQMD's Clean Air Plan.

- N. Coordinate the county-wide response with:

The California Transportation Commission and the Department of Transportation for Flexible Congestion Relief and Transportation Systems Management ("TSM") and other relevant funding programs;

The Metropolitan Transportation Commission's ("MTC") guidelines for County Transportation Plans, Regional Transportation Improvement Programs ("RTIP"), State Transportation Improvement Programs ("STIP") and the Regional Transportation Plan.

- O. Perform other GMP functions as more fully described in Measure C and the Authority's implementation documents on behalf of the Authority.
- P. Perform such other functions and responsibilities as may be added by amendment to this Agreement pursuant to Section 19.

- Q. Perform such other functions and responsibilities as are consistent with the purpose, objectives, functions and responsibilities described in this Agreement or which are imposed by state or federal law.
- R. Nothing in this Agreement shall preclude the integration of CMA items within the meeting agenda(s) of the Authority, or require a separate CMA Agenda. If integrated agenda(s) are used, CMA items shall be so noted.

## 7. POWERS

The Agency shall have the power to prepare, adopt, revise, amend, administer and enforce the provisions of the CMP and the GMP, and to execute other duties as identified in this Agreement. The Agency is hereby authorized in its own name to perform all acts necessary for the exercise of said powers including but not limited to the following:

- A. To make and enter into contracts, memoranda of understanding and cooperative and other agreements;
- B. To apply for and accept grants, advances, contributions, and subventions;
- C. To employ or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary;
- D. To make plans and conduct studies and to review, recommend or adopt revisions or amendments thereto to the extent allowed by law;
- E. To rent, lease, acquire, construct, manage, maintain, operate and control any buildings, works or



improvements necessary to perform its functions under this Agreement;

- F. To acquire, hold or dispose of property necessary to perform its functions under this Agreement;
- G. To sue and be sued in its own name;
- H. To incur debts, liabilities or obligations, subject to limitations herein set forth;
- I. To levy and collect fees, grants, transfers and other reimbursements and payments from the Authority and Local Agencies reasonably calculated to recover its cost of operation;
- J. To adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement;
- K. To seek state and federal funding to defray the cost of preparing, adopting, amending, administering and enforcing the Congestion Management Program and other duties described in this Agreement.

## **8. ANNUAL BUDGET**

The fiscal year of the Agency shall be July 1 through June 30. For fiscal years commencing after June 30, 1993, before April 1 of each calendar year, the Board shall approve a preliminary budget for the Agency for the fiscal year commencing with July 1 of the same calendar year. The Agency shall adopt before July 1 of each year a final budget for the succeeding fiscal year setting forth all administrative, operational and capital expenses for the Agency, together with an estimated apportionment of such

expenses to be levied against the Authority and each Local Agency. Failure to become a party to this Agreement shall not relieve a Local Agency of its obligation to contribute to CMP costs, and may result in a finding of non-conformity as set forth more fully in Section 17 below. The Agency shall notify and provide a copy of the proposed budget to each Local Agency thirty (30) days prior to the adoption of the final budget. The budget shall be revised at mid-year to account for any changes in anticipated revenue and expenditures, but in no event shall Local Agency contributions be increased without the agreement of the affected Local Agency. Local Agencies shall be billed on May 1 for estimated contributions for that fiscal year, which shall be immediately payable and shall be delinquent unless paid on or before the last day of the fiscal year. Billing formulas and related procedures shall be set forth in Exhibit A hereto, which Exhibit is incorporated by this reference herein as if fully set forth.

Attached to this Agreement as Exhibit B is a budget and allocation for fiscal year 1993. By executing this Agreement, each party hereto agrees to contribute its allocated amount for fiscal 1993, adjusted to reflect actual expenditures and receipt of Proposition 111 gas tax funds in accordance with the next preceding paragraph of this Agreement and Exhibit A hereto.

#### **9. BOUNDARIES**

The boundaries of the Agency jurisdiction shall be the boundaries of the County of Contra Costa.

## 10. ORGANIZATION

### A. Board

The Agency shall be governed by a Board of Commissioners which shall exercise all powers and authority on behalf of the Agency. The Governing Board of the Agency shall consist of the Board of Commissioners of the Authority as constituted and reconstituted from time to time. Except to the extent inconsistent herewith, the Administrative Code, policies and procedures of the Authority shall be the Administrative Code, policies and procedures of the Agency, and they are by this reference incorporated, including any amendments or modifications thereto subsequent to the date hereof. References therein to "Authority" shall be deemed, unless the context otherwise demands, references to the Agency.

### B. Chairperson and Vice-Chairperson

The Chair and Vice-Chair of the Authority Board shall be Agency Board Chair and Vice-Chair respectively.

### C. Executive Director

The Executive Director of the Authority shall be the Executive Director of the Agency.

### D. Vote Required

#### (1) Majority Vote

Except as set forth in D.(2) below, the affirmative vote of a majority of the Agency

Board Members shall be required for the approval of any action.

(2) Sixty Percent Vote

The affirmative vote of at least sixty percent (60%) of the Agency Board Members shall be required for (a) the making of a finding of non-conformance with the requirements of the Congestion Management Program and (b) the approval or imposition of a regional traffic mitigation fee.

E. Meetings of the Governing Board

(1) Regular Meetings

The Governing Board shall hold at least one regular meeting each quarter. The date, hour and place at which each such regular meeting shall be held shall be fixed by the Governing Board and shall be coordinated with the holding of the Authority's monthly Board meeting.

(2) Special Meetings

Special meetings of the Governing Board may be called and noticed in accordance with provisions of law.

(3) Notice of Meetings

All meetings of the Governing Board shall be called, noticed and held subject to the provisions of the Ralph M. Brown Act, being sections 54950 et seq. of the Government Code,

and other applicable laws of the State of California requiring notice of meetings of public bodies to be given.

(4) Minutes

The Governing Board shall cause minutes of all meetings to be kept and shall after each meeting cause a copy of the minutes to be forwarded to each member of the Board, to the Authority and to each Member Agency.

(5) Quorum

A majority of the members of the Governing Board shall constitute a quorum for the transaction of business, except that from time to time less than a quorum may adjourn a meeting.

F. Procedures, Rules and Regulations

The Governing Board may adopt such procedures, rules or regulations for the conduct of its affairs as may be required.

G. Committees

The standing and advisory committees of the Authority shall act as the committees of the Agency. In addition there shall be a Public Managers Committee of the Agency consisting of managers selected by the Public Managers Association (PMA). The Public Managers Committee shall periodically review the objectives, budget and expenditures of the Agency. The Agency will facilitate the Regional Transportation Planning Committees' review and comment on the

preliminary budget before June 1, so that the Authority can fully consider those comments prior to adoption of the final budget.

#### H. Other Committees

The Governing Board may establish other committees necessary to accomplish its responsibilities under this Agreement.

### 11. STAFFING

The planning staff of the Authority shall serve as Agency staff. The Governing Board and the Executive Director shall appoint and retain such other staff as necessary to fulfill the Agency's powers, duties and responsibilities under this Agreement, including but not limited to appointment of temporary or permanent staff.

### 12. RESTRICTIONS UPON EXERCISE OF POWER OF THE CONTRA COSTA CONGESTION MANAGEMENT AGENCY

This Agreement is entered into under the provisions of Title 1, Division 7, Chapter 5, commencing with Section 6500 of the Government Code concerning joint powers agreements. The powers to be exercised hereunder shall be subject to the restrictions upon the manner of exercising those powers as limited by law.

### 13. FUNDS AND ACCOUNTING SERVICES

Pursuant to Government Code Section 6505.1, the Authority and its designated officers, employees and agents are hereby designated, as the persons who have charge of, handle and have access to any and all property of the Agency. The Authority shall file an official bond on

behalf of each such person in an amount to be determined by the parties hereto. The Authority and its designated officers, employees and agents shall, on behalf of the Agency, receive all Agency funds from whatever source and place them in a depository for the credit of the Agency. The Authority shall instruct the designated depository to draw warrants against the Agency when the demands have been approved by a person authorized by the Governing Board. The Authority shall provide a written report to the Agency at least once a month of the amount of funds held for the Agency in said account and the amount of receipts and disbursements since the prior report. Said report shall be made available to the Member Agencies upon request. The Authority shall maintain the accounting records for all Agency funds in accordance with generally accepted accounting principles. The Agency will be charged for all accounting services provided by the Authority and the designated depository as part of this Agreement. The Authority will document the cost of the accounting services provided and notify the Agency. The Agency will reimburse the Authority after the approval of the Agency's Governing Board.

#### **14. ANNUAL AUDIT**

The functions of auditor shall be performed for the Agency by an independent certified public accounting firm selected by the Governing Board.

The Executive Director will ensure that an audit of the accounts and records is performed at least annually. Audits will be performed by a contracted firm of Certified Public Accountants. The minimum requirements of this audit shall be those prescribed by the State Controller for special districts under section 26909 of the Government Code and the audit shall conform to generally accepted auditing

standards. A report of the audit shall be filed as public records with each of the contracting parties and also with the county auditor of the County. Such report shall be filed within 12 months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the Agency. The Agency, by unanimous request of its Governing Board, may replace the annual audit with an audit covering a two-year period.

**15. CONTINUATION OF AGENCY IN EVENT OF TERMINATION OF MEASURE C SALES TAX PROGRAM AND DISPOSITION OF AGENCY FUNDS UPON TERMINATION**

Upon termination of the Measure C sales tax program prior to termination of the Authority as the designated CMA, the Authority shall continue to exist as a separate agency for the purpose of acting as CMA.

Notwithstanding any other provision of this Agreement, the Agreement and the Agency's function as the CMA shall be terminated in the event that either of the following occurs: (1) legislation is enacted which terminates authorization and/or all requirements for the Congestion Management Agency, which termination shall be effective upon the effective date of termination of such authorization or requirements; or (2) either the governing bodies of a majority of the cities, representing a majority of the population of the incorporated area, or the County Board of Supervisors, pass resolutions withdrawing the designation of the Agency as CMA. In the event of such action by the Board of Supervisors or the cities, withdrawal of such designation and termination of this Agreement shall be effective on the third anniversary of



the first day of the fiscal year of the Agency next following the fiscal year in which the Agency receives notice of withdrawal of designation. In either event, the Agency shall continue as CMA with all the duties and powers provided by law and this Agreement to the effective date of termination and costs incurred by the Agency prior to the effective date of termination shall be considered eligible costs for reimbursement if they are contained within the Agency's approved budget.

In the event of termination of the Agency, Agency funds, including any interest earned on deposits remaining upon termination of the Agency and after payment of all obligations, shall be returned to each Member Agency and to the extent applicable, the Authority, in proportion to the total contribution of each such Member Agency during the term of this Agreement. All decisions of the Agency Governing Board with regard to determination of amounts to be returned to Member Agencies shall be final.

#### **16. WITHDRAWAL AND TERMINATION OF MEMBERSHIP**

A party hereto may elect to withdraw from the Agreement by giving no less than 90 days written notice. Any such withdrawal shall be effective only on July 1 of the fiscal year following the fiscal year within which notice of withdrawal is given. Said withdrawing party shall be liable for all outstanding charges and annual contributions due and payable up to and including the effective date of withdrawal and shall waive any right to a proportionate distribution on termination of the Agency. Withdrawal from this Agreement shall not relieve the party of its obligation to contribute to CMA costs in accordance with the Agency approved budget; provided that such withdrawal shall not be a consideration in the fixing of the withdrawn party's share of the Agency budget, and that such withdrawn

party's share shall be proportional to its obligation as determined by the allocation method selected by the Agency for the purposes of the budget.

## 17. SPECIAL PROVISIONS

The Authority and Member Agency signatories to this Agreement anticipate the need for levying a reasonable annual fee to defray the costs of preparing, maintaining, administering and enforcing the Congestion Management Program. The parties hereto delegate to the Agency the power to determine and to levy upon the Local Agencies, whether or not parties to this Agreement, a reasonable fee to defray the incremental cost of preparing, maintaining, administering and enforcing the Congestion Management Program and other duties of the Agency as specified in this Agreement according to the Agency's adopted annual budget. It is presumed that such fees will be paid by Local Agencies from fuel tax subventions to local government pursuant to Proposition 111, which passed at the primary election on June 5, 1990, and/or any other funds available for the purpose. It is intended that the Authority's contribution will be funded by the Regional Transportation Planning and Growth Management and the Bus Transit Improvements and Coordination program accounts of the Measure C Expenditure Plan.

Failure to become a Member Agency to this Agreement does not relieve a Local Agency of its obligation to contribute to the cost of the Congestion Management Program and any Local Agency's, including a Member Agency's, failure to pay within the period set forth in Section 8 above, the fee(s) levied against it to the Agency shall be deemed to constitute non-conformance with the requirements of the Congestion Management Program; provided, that a Local Agency excused from contributing by reason of its failure

to receive Proposition 111 gas tax funds due to its failure to meet applicable maintenance of effort requirements, shall not be deemed to be in non-conformance with its CMP requirements. In the event a Local Agency is deemed to be in non-conformance with its CMP requirements, the Agency shall notify the State Controller of the Local Agency's non-conformance.

It is expressly understood and agreed among the parties hereto that the Congestion Management Program and the Growth Management Programs impose separate requirements upon the Local Agencies. Non-conformance with any requirement of one of such programs shall not constitute non-conformance with a requirement of the other program, unless it also constitutes a separate requirement of the other program. By way of example only, non-conformance with the affordable housing requirement of the Growth Management Program shall not constitute non-conformance with a requirement of the Congestion Management Program.

#### **18. INDEMNIFICATION**

It is mutually understood and agreed, relative to the reciprocal indemnification of the parties hereto that neither a party, nor any officer or employee thereof, shall be responsible for, and the indemnifying party shall fully indemnify and hold harmless the other parties and each of them against any damage or liability occurring by reason of anything done or omitted to be done by the indemnifying party under or in connection with any work, authority or jurisdiction delegated to such indemnifying party pursuant to this Agreement. It is also understood and agreed that, pursuant to Government Code Section 894.5, such indemnifying party shall fully indemnify and hold harmless the other parties and each of them from any liability imposed for injury as defined by Government Code Section

810.8 occurring by reason of anything done or omitted to be done by the indemnifying party under or in connection with any work, authority, or jurisdiction delegated to such party pursuant to this Agreement.

#### 19. AMENDMENTS

This Agreement shall be amended by the unanimous concurrence of the parties hereto.

#### 20. NOTICES

All Notices to a Local Agency or the Authority shall be deemed to have been given when mailed first class or registered U.S. Mail to the governing body of such Local Agency or Authority, or if hand delivered, upon receipt by such governing body.

#### 21. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

THIS AGREEMENT IS MADE as of the effective date set forth in Section 4 above.

#### "AUTHORITY"

CONTRA COSTA TRANSPORTATION AUTHORITY

By: Darrel J. Tucker  
Darrel "Jay" Tucker, Chair

DATED: April 21, 1993

**"MEMBER AGENCIES"**

COUNTY OF CONTRA COSTA

By: X

DATED: Sept 14, 1993

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

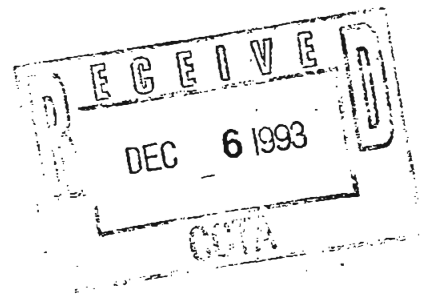
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DATED: \_\_\_\_\_

CITY OF EL CERRITO

By: \_\_\_\_\_

DATED: \_\_\_\_\_



"MEMBER AGENCIES"

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

*Rec'd  
9-29-93*

CITY OF ANTIOCH

By: *[Signature]*

DATED: September 27, 1993

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF EL CERRITO

By: \_\_\_\_\_

DATED: \_\_\_\_\_

**"MEMBER AGENCIES"**

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: Am Coughlin

DATED: 9-28-93

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF EL CERRITO

By: \_\_\_\_\_

DATED: \_\_\_\_\_



"MEMBER AGENCIES"

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: W. R. Walcutt

DATED: 9/24/93

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

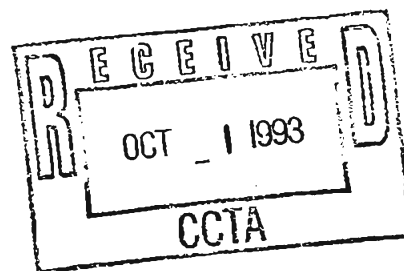
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DATED: \_\_\_\_\_

CITY OF EL CERRITO

By: \_\_\_\_\_

DATED: \_\_\_\_\_





**"MEMBER AGENCIES"**

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: 10/29/93

City Manager



APPROVED AS TO FORM:

Laurel R. Wise  
Assistant City Attorney

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On October 29, 1993 before me, Lynnet Keihl, City Clerk, personally appeared

F. A. Stewart, City Manager of the City of Concord personally known to me

(NAME)

(TITLE)

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

CITY CLERK OF THE CITY OF CONCORD

"MEMBER AGENCIES"

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

By: Michael K. Shimmushay

DATED: June 10, 1993

CITY OF EL CERRITO

By: \_\_\_\_\_

DATED: \_\_\_\_\_

*Rec'd  
6-14-93*

"MEMBER AGENCIES"

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ANTIOCH

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF BRENTWOOD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CLAYTON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF CONCORD

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF DANVILLE

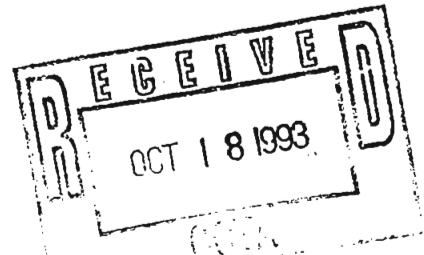
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF EL CERRITO

By: *Stuart Ritz*

DATED: 9-7-93



CITY OF MERCULES

By: Alexand C. Doyle III

DATED: 10/26/93

CITY OF LAFAYETTE

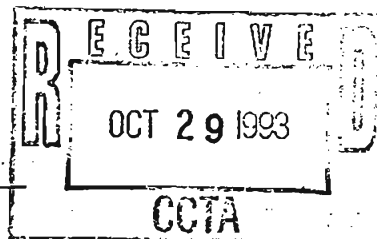
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_



TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF HERCULES.

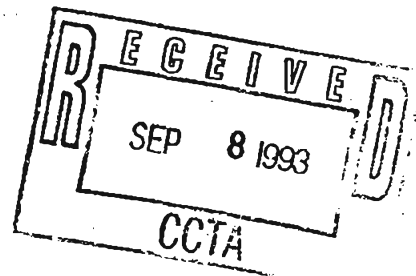
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: *[Signature]*

DATED: 9/7/93



CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF HERCULES

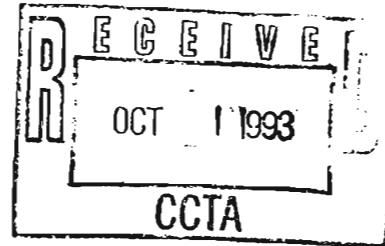
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF MARTINEZ

By: *Michael R. Monesini*

DATED: *Sept 27, 1993*

TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF HERCULES

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

By: \_\_\_\_\_

A. G. Dessayer, Mayor

DATED: October 19, 1993

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

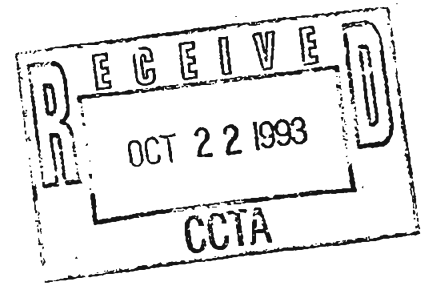
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF HERCULES

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: William J. Dabel

DATED: may 6, 93

*rec'd  
5-12-93*

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF HERCULES

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

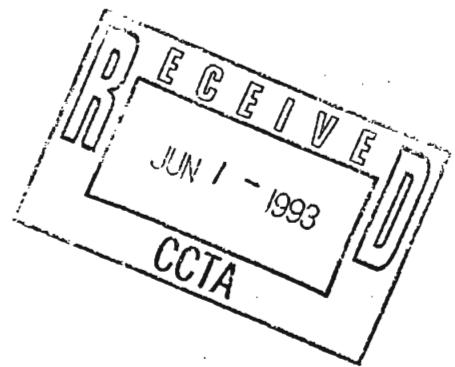
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF PINOLE

By: *Richard Marcotte*

DATED: *5/28/93*

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF HERCULES

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CC TA  
Rec'd 10-5-93

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By:  \_\_\_\_\_

DATED: September 20, 1993

CITY OF PLEASANT HILL

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF HERCULES

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF LAFAYETTE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF MARTINEZ

By: \_\_\_\_\_

DATED: \_\_\_\_\_

TOWN OF MORAGA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF ORINDA

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PINOLE

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PITTSBURG

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF PLEASANT HILL

By: Kimberly N. Brandt

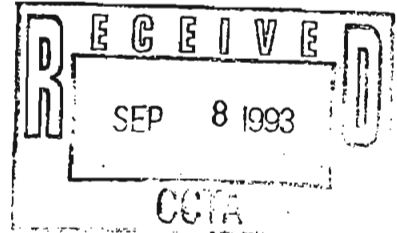
DATED: June 22, 1993

*rec'd  
10-25-93*

CITY OF RICHMOND

By: *[Signature]*

DATED: 9/3/93



CITY OF SAN PABLO

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN RAMON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF WALNUT CREEK

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF RICHMOND

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN PABLO

By: Joseph M. Homes

DATED: 9-10-93

CITY OF SAN RAMON

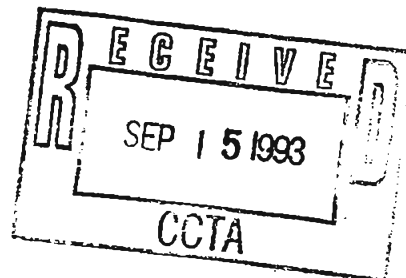
By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF WALNUT CREEK

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF RICHMOND

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN PABLO

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN RAMON

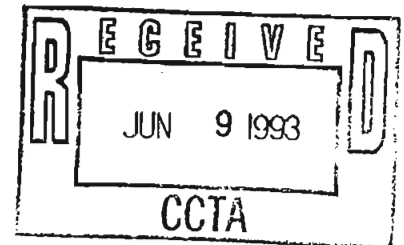
By: Patricia Boom

DATED: 6-5-93

CITY OF WALNUT CREEK

By: \_\_\_\_\_

DATED: \_\_\_\_\_



CITY OF RICHMOND

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN PABLO

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF SAN RAMON

By: \_\_\_\_\_

DATED: \_\_\_\_\_

CITY OF WALNUT CREEK

By: *Hans Wolf*

DATED: *July 27, 1993*

*rec'd  
8-9-93*

## EXHIBIT A

### LOCAL AGENCY BILLING FORMULAS AND PROCEDURES

The following billing formulas and procedures shall apply to the contributions of the Local Agencies to the Congestion Management Agency:

1. The amount finally allocated to each Local Agency for a fiscal year shall be based on the amount of Proposition 111 gas tax funds received by such Local Agency during the fiscal year in relation to the amount received by all the Local Agencies for such period. The billing shall reflect the Agency's estimate of such revenues.

2. Each Local Agency shall be billed an amount determined by the estimated incremental cost of Agency functions included in the mid-year budget adjustment, as adopted by the Agency. In no event shall Local Agency contributions exceed the initially approved amount without the express written approval of the affected Local Agency.

3. Bills shall be mailed on or before May 1, and shall delinquent unless paid and received by the Agency on or before June 30. Failure of a Local Agency to pay by June 30 could result in a finding of non-compliance with the Congestion Management Program against the Local Agency. In the event that any Local Agency is unable or otherwise fails to pay its allocated share, the remaining parties hereto shall meet, confer and agree upon a revised allocation.

4. On or before September 30, the Agency shall calculate actual expenditures incurred during the Agency's preceding fiscal year and calculate each Local Agency's and the Authority's final share of actual expenditures. If a Local Agency's billed and paid amount exceeds by more than ten percent its share of actual expenditures, the amount by which the billed and paid amount exceeds 110% of its share of actual expenditures shall be refunded to the Local Agency, and any amount paid in excess of such Local Agency's share of actual expenditures which is not refunded shall be applied to its contribution obligation for the next fiscal year.

5. Any Local Agency which does not receive Proposition 111 gas tax funds due to its failure to comply with its maintenance of effort requirements under applicable state law, may be exempted from its obligation to contribute to the funding of the Agency for the year in which it fails to receive such funds. In such event, the amount not contributed may be



reallocated pro rata among the Local Agencies contributing and the Authority, or may be reallocated in such other manner as the parties hereto may agree.

6. Unbudgeted amounts received from sources other than Measure C sales tax proceeds by the Authority or any Local Agency and used to fund Agency functions may be used to reduce Local Agency contributions pro rata.

**EXHIBIT B**

**Table I FY 1993 BUDGET FOR CONGESTION MANAGEMENT PROGRAM  
REQUIREMENTS**

Budget for Prop 111 Requirements	FY 1992 Budget	FY 1993 Budget	Change
<b>SALARIES AND BENEFITS</b>			
Salaries (1011)	69,357	108,986	39,629
FICA (1042)	846	1,207	361
Retirement Expense (1044)	8,170	11,654	3,484
Employee Group Insurance (1060)	3,528	8,941	5,413
Workers Compensation (1070)	875	1,203	
<b>TOTAL SALARIES AND BENEFITS (1000's)</b>	<b>82,777</b>	<b>131,991</b>	<b>49,214</b>
<b>SUPPLIES AND SERVICES</b>			
Office Expenses (2100)		7,500	7,500
Mileage (2300)		1,000	1,000
Business Travel (2303)		1,000	1,000
Temporary Employees (2314)		2,500	2,500
Staff Development (2477)		1,000	1,000
Professional/Specialized Svcs (2310)	270,000	210,000	(60,000)
Attorney Fees (2313)	100,000	10,000	(90,000)
<b>TOTAL SUPPLIES AND SERVICES (2000's)</b>	<b>370,000</b>	<b>233,000</b>	<b>(137,000)</b>
<b>FIXED ASSETS (over \$1,000)</b>			
Office Equipment and Furniture (4951)	0	3,500	3,500
<b>TOTAL FIXED ASSETS (4000's)</b>	<b>0</b>	<b>3,500</b>	<b>3,500</b>
<b>GRAND TOTAL</b>	<b>452,777</b>	<b>368,491</b>	<b>(84,286)</b>

Budget for TDM/AB434 Functions	FY 1992 Budget	FY 1993 Budget	Change
<b>SALARIES AND BENEFITS</b>			
Salaries (1011)		28,732	28,732
FICA (1042)		417	417
Retirement Expense (1044)		4,022	4,022
Employee Group Insurance (1060)		2,407	2,407
Workers Compensation (1070)		420	
<b>TOTAL SALARIES AND BENEFITS (1000's)</b>		<b>35,998</b>	<b>35,998</b>
<b>GRAND TOTAL</b>		<b>35,998</b>	<b>35,998</b>

Table 2 SOURCES AND USES OF FUNDS OF CONGESTION MANAGEMENT AGENCY

USES OF FUNDS				
		Congestion Management Program		
	Growth Management Program	Proposition 111 Requirements	TDM/AB 434 Functions	TOTAL SOURCES OF FUNDS
SOURCES OF FUNDS				
Sales Tax (Measure C)	1,369,660	0	0	1,369,660
ISTEA (MTC)	0	150,000	0	150,000
AB 434	0	0	16,700	16,700
Local Contribution (JPA)	0	218,491	19,298	237,789
TOTAL USES OF FUNDS		368,491	35,998	1,774,149

**TABLE 3    ALLOCATION OF \$240,000 LOCAL CONTRIBUTION  
USING GAS TAX FORMULA**

<b>Jurisdiction</b>	<b>FY 1992-93</b>	<b>Change</b>
<b>County</b>	<b>49.50%</b>	<b>\$118,796</b>
<b>Concord</b>	<b>8.44%</b>	<b>\$20,253</b>
<b>Richmond</b>	<b>6.92%</b>	<b>\$16,600</b>
<b>Antioch</b>	<b>4.97%</b>	<b>\$11,937</b>
<b>Walnut Creek</b>	<b>4.63%</b>	<b>\$11,109</b>
<b>Pittsburg</b>	<b>3.69%</b>	<b>\$8,868</b>
<b>San Ramon</b>	<b>2.70%</b>	<b>\$6,489</b>
<b>Danville</b>	<b>2.46%</b>	<b>\$5,908</b>
<b>Martinez</b>	<b>2.42%</b>	<b>\$5,812</b>
<b>Pleasant Hill</b>	<b>2.37%</b>	<b>\$5,680</b>
<b>San Pablo</b>	<b>1.97%</b>	<b>\$4,734</b>
<b>Lafayette</b>	<b>1.76%</b>	<b>\$4,224</b>
<b>El Cerrito</b>	<b>1.72%</b>	<b>\$4,133</b>
<b>Hercules</b>	<b>1.35%</b>	<b>\$3,249</b>
<b>Pinole</b>	<b>1.35%</b>	<b>\$3,243</b>
<b>Orinda</b>	<b>1.26%</b>	<b>\$3,025</b>
<b>Moraga</b>	<b>1.22%</b>	<b>\$2,925</b>
<b>Brentwood</b>	<b>0.66%</b>	<b>\$1,577</b>
<b>Clayton</b>	<b>0.60%</b>	<b>\$1,437</b>
<b>Total</b>	<b>100.0%</b>	<b>\$240,000</b>